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August 6, 2004

Chairman Pat Miller
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

DOCKET NO.

04-00239

Dear Chairman Miller

RE: Interconnection Agreement – Frontier & VFS

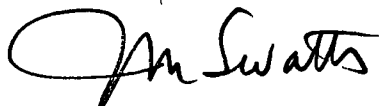
Enclosed for TRA approval are an original and 14 copies of a Local Interconnection Agreement between Citizens Telecommunications Company of Tennessee, LLC, dba Frontier Communications of Tennessee and Volunteer First Services, Inc. Also enclosed is our Disaster Recovery Plan.

A check for fifty dollars (\$50.00) to cover this filing fee is enclosed

Please stamp as received the additional copy and return it in the enclosed envelope

If you have any questions, please call me at 304-325-1216.

Sincerely,



J. Michael Swatts
State Government Affairs Director

Enclosure

**AGREEMENT FOR
LOCAL WIRELINE NETWORK INTERCONNECTION**

between

Citizens Telecommunication Company of Tennessee L.L.C.

and

Volunteer First Services, Inc.

Dated: May 25, 2004

AGREEMENT FOR LOCAL WIRELINE NETWORK INTERCONNECTION

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AGREEMENT FOR LOCAL WIRELINE NETWORK INTERCONNECTION

This Agreement For Local Wireline Network Interconnection ("Agreement") made this 25th day of May, 2004, is by and between Citizens Telecommunications Company of Tennessee L L C. a Delaware corporation, having its principal place of business at 180 S Clinton Ave, Rochester, NY 14646 ("Citizens") and Volunteer First Services, Inc a Tennessee corporation, having its principal place of business at 235 O'Brien Drive, Crossville, TN 38557 ("VFS") Citizens and VFS may also be referred to herein singularly as a "Party" or collectively as "the Parties"

SECTION 1. RECITALS AND PRINCIPLES

Citizens is an incumbent local exchange carrier authorized to provide telecommunications services in the State of Tennessee, and

VFS is a local exchange carrier authorized to provide telecommunications services in the State of Tennessee, and

The nature of the interconnection arrangement between the Parties established pursuant to this Agreement is of mutual benefit to both Parties and is intended to fulfill their needs to exchange local traffic, and

The Parties have in good faith negotiated, and agreed on local interconnection terms and conditions as set forth below, and

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VFS and Citizens hereby covenant and agree as follows

SECTION 2. GENERAL DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement Additional definitions that are specific to the matters covered in a particular section may appear in that section

2 1 "Access Service Request" ("ASR") means the industry standard forms and supporting documentation used for ordering access services The ASR will be used to identify the specific trunking and facilities request for interconnection

2 2 "Automatic Number Identification" ("ANI") refers to the number transmitted through the network identifying the calling party

2 3 "Carrier" means a telecommunication company authorized by the Commission to provide local exchange telecommunications services in the State of Tennessee

2 4 "CLLI Codes" means Common Language Location Identifier Codes

2 5 "Commission" means the Tennessee Regulatory Authority

2 6 "DS1" is a digital signal rate of 1 544 Megabits per second ("Mbps")

2 7 "DS3" is a digital signal rate of 44 736 Mbps

2 8 "Interconnection" in this Agreement refers only to the physical linking of two networks for the mutual exchange of traffic and only for purposes of transmitting and routing telephone exchange traffic or access traffic or both. Interconnection does not include the transport and termination of interexchange traffic.

2 9 "Local Exchange Routing Guide" ("LERG") is a Bellcore reference document used by carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.

2 10 "Local Traffic" means traffic that is originated by an end user of one Party and terminates to an end user of the other Party within Citizens' local serving area, including mandatory local calling scope arrangements established and defined by the applicable state commission. A mandatory local calling scope arrangement is an arrangement that provides end users a local calling scope, i.e. Extended Area Service ("EAS"), beyond their basic exchange serving area. Therefore local traffic, for purposes of this Agreement, includes both intra-exchange calls and EAS calls.

2 11 "Point of Interconnection" ("POI") means the physical location(s) at which the Parties' networks meet for the purpose of establishing interconnection.

2 12 "Rating Point" is the V&H coordinates associated with a particular telephone number for rating purposes.

2 13 "Transport and Termination" denotes transmission and switching facilities used for the exchange of local traffic between interconnected carrier networks.

2 14 "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more central offices, used for the provision of basic exchange services and access services, are located. However, for purposes of interconnection service, Wire Center will mean those points eligible for such connections as specified in the FCC Docket No. 91-141 (Expanded Interconnection with LEC Facilities, Transport, Phase I), and rules adopted pursuant thereto.

SECTION 3. NETWORK INTERCONNECTION

The Parties hereto, agree to interconnect their facilities and networks for the transport and termination of local traffic.

3 1 Interconnection Trunking Arrangements

3.1 1 The Parties will interconnect their networks as specified in the terms and conditions contained in Attachment A attached hereto and incorporated by reference. POIs set forth in this Agreement, may be modified from time to time by either Party with the written consent of the other Party, which consent will not be unreasonably withheld.

3 1 2 Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI.

3 1 3 The Parties mutually agree that all interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning-forecasting meetings.

3 1 4 The Parties agree to establish trunk groups of sufficient capacity for local interconnection purposes. The Parties will mutually agree where one-way or two-way trunking will be available. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for interconnection between the Parties are set forth in

Attachment B, attached hereto and will conform with all generally accepted industry standards with regard to facilities, equipment, and services. Each Party shall make available to the other Party trunks over which the originating Party can terminate Local Traffic of the end users of the originating Party to the end users of the terminating Party.

3 1 5 This Agreement is applicable only to the incumbent service areas of Citizens within the State of Tennessee. Both Parties agree to deliver only traffic within the scope of this Agreement over the connecting facilities as specified in Attachment A. Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary functions. This Agreement does not obligate either Party to utilize any intermediary or transit traffic function of the other Party.

3 1 6 Carrier will be responsible for establishing separate trunk groups for Local Traffic/ISP Bound Traffic, Tandem Transit, toll traffic and E911 traffic.

3 1 6 1 Separate trunk groups for the exchange of Local Traffic including ISP Bound Traffic.

3 1 6 2 Separate trunk groups to be used solely for the transmission and routing of Exchange Access Services to enable Interexchange Carriers to originate and terminate traffic from/to Carrier.

3 1 6 3 Separate trunk groups for the exchange of Tandem Transiting traffic when connected to a Frontier/Citizens tandem.

3 1 6 4 Where applicable, separate trunks connecting Carrier's switch to Citizens E911 routers. If Carrier purchases such services from Citizens, they will be provided at full applicable tariff rates. For all 911/E911 traffic originating from Carrier, it is the responsibility of Carrier and the appropriate state or local public safety answering agency.

3 1 7 Transit Service – Is the delivery of certain traffic between Carrier and a third party ILEC, CLEC or CMRS provider by Frontier/Citizens' over a separate trunk group between Carrier and Frontier/Citizens where appropriate trunks exist between Carrier and third party through Frontier/Citizens tandem. The following traffic types will be delivered: (i) Local Traffic originated from Carrier to such third-party and (ii) Local Traffic originated from such third-party to Frontier's/Citizens' tandem and terminated to Carrier.

3 1 7 1 The Carrier shall pay Citizens a Transit Service charge of \$0.0061854 per minute of use for such traffic if it originates from Carrier.

3 1 7 2 Each Party acknowledges that the transiting Party does not have any responsibility to pay any charges for termination of any transit traffic originating from a non-Party's network.

3 2 Testing and Trouble Responsibilities

VFS and Citizens agree that each will share responsibility for all maintenance and repair of trunks/trunk groups. The Parties agree to:

3 2 1 Cooperatively plan and implement coordinated repair procedures for the meet point and local interconnection trunks and facilities to ensure trouble reports are resolved in a

timely and appropriate manner

3.2.2 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians

3.2.3 Promptly notify each other when there is any change affecting the service requested, including the date service is to be started

3.2.4 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date

3.2.5 Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring any trouble to each other

3.2.6 Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day/7 days a week

3.2.7 Immediately report to each other any equipment failure which may affect the interconnection trunks

3.2.8 Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice

3.3 Interconnection Forecasting

3.3.1 Consistent with Section 3.1, the Parties agree to work cooperatively to forecast local traffic trunk requirements. The Parties will establish joint forecasting responsibilities for traffic utilization over trunk groups. The Parties recognize that planning for, and the availability of, facilities and/or equipment are dependent on cooperative forecasting between the Parties. Intercompany forecast information will be provided by the Parties to each other at least twice a year. When necessary, the Parties agree to provide additional trunking needed to maintain the grade of service. The Parties agree to connect trunks at a minimum DS1 level to exchange local traffic on a bi-directional basis. All connecting facilities will be at a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards. Where local traffic volumes are not established, two-way trunk groups will be provisioned initially based on forecasts jointly developed by the Parties. VFS must provide the initial two year forecast of its trunk requirements. All trunk facilities will be engineered to a P 01 grade of service. Should a Party identify the need for more or less trunking facilities between the parties to maintain the grade of service, the Party will provide notice to the other Party in writing.

3.3.2 The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period. The Parties agree to jointly plan for the effects of other traffic on their networks, including issues of network capacity, forecasting and compensation calculation.

3.3.3 All requests from one Party to the other Party to establish, add, change, or disconnect trunks will be made in writing using the industry standard Access Service Request

3.4. Reciprocal Compensation For the Transport and Termination of Interchanged Traffic

3.4.1 The Parties agree that local traffic will be exchanged between the Parties on a Bill and Keep basis. "Bill and Keep" refers to an arrangement in which two interconnecting carriers do not charge the other for the termination of local traffic that originates on the other carrier's network and do not charge the other for the origination of local traffic that terminates on the other carrier's network. The Bill and Keep approach applies regardless of whether either party actually bills its end users for originating or terminating local calls.

3.4.2 A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:

3.4.2.1 No trouble is found in the interconnection trunks, or

3.4.2.2 The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched, or

3.4.2.3 Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.

If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

Billing for maintenance service by either party is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time, (2) overtime, or (3) premium time as defined in Citizens' FCC Tariff No. 1.

3.5. Coordination of Transfer of Service

3.5.1 Coordination of Transfer of Service To serve the public interest of end users, the Parties agree that when an end user transfers service from one Party to the other Party it will be necessary for the parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring end users are not without service for any extended period of time. Other coordinated activities associated with transfer of service will also need to be coordinated between the Parties to ensure quality services to the public.

3.5.2 Procedures for Coordinated Transfer of Service Activities The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties. Each party will designate a local representative for the purpose of exchanging requests for disconnect, service announcement initiation, and number portability activity between the Parties. Citizens' representatives are the Competitive Resource Administration Group (CRAG). The procedures will address the possibility of processing bulk transfer requests. Citizens may describe some of these procedures in its Local Interconnection Guide. Reference to Citizens' Local Interconnection Guide is for convenience of the Parties and is not intended to be a part of or to affect the meaning of this Agreement including, but not limited to, provisions with respect to implementation of the cooperative coordination of transfer of service activities described in this Section. If any provision contained in this main body of the Agreement and Citizens' Local Interconnection Guide cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall apply.

3 5 3 No Charges for Coordinated Transfer of Service Activities There will be no charges between the Parties or compensation provided by one party to the other Party for the coordinated transfer of service activities described in this Section 3 5

3 5 4 Letter or Authorization Each Party is responsible for obtaining a Letter of Authorization (LOA) from each end user initiating transfer of service from one Party to the other Party The Party obtaining the LOA from the end user will furnish it to the other Party Transmission of the LOA by facsimile is preferred in order to expedite order processing

3 5 5 Transfer of Service Announcement In the case where an end user changes service from one Party to the other Party and the end user does not retain its original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the vacated telephone number This announcement will provide details regarding the new number that must be dialed to reach this end user The service announcement will be provided by the Party formerly providing service for a minimum of four months, at no charge if the service announcement is requested on the LSR

3 5 6 Disconnect and Transfer of Service Announcement Coordination for Service Transfers with Change of Number In the case where an end user changes service from one Party to the other Party and the end user does not retain its original telephone number, the Party from which the end user is transferring will honor requests for disconnect and service announcement initiation from the Party to which the end user is transferring The Party to which the end user is transferring service will provide to the other Party the end user's name, address, current telephone number, new telephone number, and date service should be transferred using the industry standard LSR format The Party from which the end user is transferring will coordinate with the other Party the disconnect and service announcement initiation to coincide with the service transfer request date In instances where the transferring end user changes its telephone number, the Party from which the end user is transferring service will place a service announcement on the vacant number no later than 5 00 P M local time on the next business day following the service transfer date It is recommended that the installation date precede the disconnection date

3 5 7 Disconnect and Coordination of Local Number Portability for Service Transfers without Change of Number In the case where an end user changes service from one Party to the other Party and the end user retains its original telephone number(s), the Party from which the end user is transferring will honor requests for disconnect and local number portability from the Party to which the end user is transferring The Party to which the end user is transferring will provide the other Party the end user's name, address, current telephone number, new network number porting information, and date service should be transferred using the industry standard LSR format The Parties will coordinate the disconnect, connect, and number portability activities in accordance with the North American Numbering Council (NANC) flows

3 5 8 Combined Transfer of Service Requests Each Party will accept transfer of service requests from the other Party for one end user that includes combined requests for transfers where the end user will retain one or more telephone numbers and where the end user will not change one or more telephone numbers

3 5 9 Bulk Requests for Transfer of Service From time to time, either Party may benefit from the transfer of service for groups The Parties agree to process bulk transfer of service requests for end users having the same billing account number

3 5 10 Access to the Network Interface Device (NID) Each Party will allow the other Party access to the customer side of the Network Interface Device (NID) consistent with Federal Communication Commission rules The Party to which the end user is transferring service may move all inside wire from the other Party's existing NID to one provided by the Party to which the

end user is transferring service. Where a NID is of the type which provides for customer access to one side of the NID, the Party to which the end user is transferring service may elect to remove the inside wire at the connection(s) within the customer side of the NID. Where a NID is of an older type not allowing access to the customer side of the NID, the Party to which the end user is transferring service must make a clean cut of the inside wire at the closest point to the NID.

3.6 Service Ordering

Access Service Requests (ASR) will be used by both parties to request trunks and special circuits ordered under this agreement. Local Service Requests (LSR) will be used to order local service including Local Number Portability. Procedures are defined in Citizens' Local Interconnection Guide.

SECTION 4. AUDIT

Either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents as may contain information bearing upon the services being provided under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per 12 month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to be performed as follows: (i) following at least 45 days' prior written notice to the audited Party, (ii) subject to the reasonable scheduling requirements and limitations of the audited Party, (iii) at the auditing Party's sole cost and expense, (iv) of a reasonable scope and duration, (v) in a manner so as not to interfere with the audited Party's business operations.

SECTION 5. DISPUTE RESOLUTION

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements, the Parties will first confer to discuss the dispute and seek resolution prior to taking any action before any court or regulator, or before authorizing any public statement about or authorizing disclosure of the nature of the dispute to any third party. Such conference will occur at least at the Vice President level for each Party. In the case of Citizens, its Vice President for Interconnection, or equivalent officer, will participate in the meeting, and for VFS, its General Manager, or a management person designated by the General Manager, will participate.

In the event the Parties are unable to resolve the dispute through conference, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

SECTION 6. FORCE MAJEURE

If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

6.1 Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure,

6.2 War, revolution, civil commotion, acts of public enemies, blockade or embargo,

6.3 Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government,

6.4 Labor difficulties, such as strikes, picketing or boycotts,

6 5. Delays caused by other service or equipment vendors,

6 6 Any other circumstance beyond the reasonable control of the Party affected,

then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with), provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease

SECTION 7. COMMISSION DECISION

This Agreement will at all times be subject to such review by the Commission or FCC as permitted by the Telecommunications Act of 1996. If any such review renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties agree to negotiate in good faith to agree upon any necessary amendments to the Agreement.

SECTION 8. REGULATORY CHANGES

Either Party may request an amendment to take into account any changes in Commission or FCC rules and requirements, including changes resulting from judicial review of applicable regulatory decisions.

SECTION 9. REGULATORY APPROVAL

The Parties agree to jointly file this Agreement with the Commission and to fully cooperate with each other in obtaining Commission approval.

SECTION 10. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES

10 1 VFS agrees to provide to Citizens or its publisher, as specified by Citizens, all subscriber list information (including additions, changes and deletions) for its customers and those of any resellers of Carrier services, located within Citizens' operating areas. It is the responsibility of VFS to submit directory listings in the prescribed manner to Citizens prior to the directory listing publication cut-off date, which is posted at www.frontieronline.com under Carrier Services then Directory Services.

10 2 Citizens will include VFS' End User primary listings in the appropriate sections of its telephone directories (residence and business listings). Listings of VFS' End Users will be interfiled with listings of Citizens' Customers and the Customers of other LECs, in the local section of Citizens' directories. If Citizens is technically and procedurally capable of including VFS end user listings in an electronic directory, then Citizens will make reasonable efforts to do so, however, to date, Citizens uses third party providers and sources for electronic directories and can not guarantee the inclusion of VFS' end user listings.

10 3 VFS will identify any of these subscribers that are "non-published" customers. VFS will provide Citizens with the directory information for all its End Users in the format specified in the Citizens Guide. Subscriber list information will include customer name, address, telephone

number, appropriate classified heading and all other pertinent data elements as requested by Citizens including ACNA/CIC or CLCC/OCN, as appropriate with each order, to enable Frontier the ability to identify listing ownership VFS will provide all subscriber listings at no charge to Citizens or its publisher

10 4 VFS' End Users' standard primary listing information in the telephone directories will be provided at no charge VFS will pay Citizens' tariffed charges for additional and foreign white page listings

10 5 Both Parties will use their best efforts to ensure the accurate listing of VFS' End User listings VFS is responsible for all listing questions and contacts with its customers including but not limited to queries, complaints, account maintenance, privacy requirements and services VFS will provide Citizens with appropriate internal contact information to fulfill these requirements

10 6 Citizens will accord VFS directory listing information the same level of confidentiality, which Citizens accords its own directory listing information VFS grants Citizens full authority to provide VFS subscriber listings, excluding non-published telephone numbers, to other directory publishers and releases Citizens and its publisher from any liability resulting from the provisioning of such listings In exchange for Citizens providing this subscriber list service, Citizens will charge, bill, collect and retain any monies derived from the sale of VFS listings to other directory publishers

10 7 Citizens will distribute its telephone directories to VFS' End Users in a manner similar to the way it provides those functions for its own end users Frontier shall facilitate the distribution of listings in the book form ("Telephone Directories") to VFSs end users that are located in the area served by Citizens For VFS end users whose listings are not maintained in a Citizens database, VFS shall provide the information needed for the distribution of listings in book form to such customers

10 7 1 VFS is responsible for sending to Citizens at the posted date an approximate directory count for its end users for the purpose of ensuring an adequate quantity is printed

10 7 2 VFS is responsible for providing information that includes distribution address and book quantities to Frontier/Citizens Citizens will place the same restrictions on the VFS' end users as it does for itself when assigning book quantities

10 8 VFS will adhere to all practices, standards, and ethical requirements of Citizens with regard to listings, and, by providing Citizens with listing information, warrants to Citizens that VFS has the right to place such listings on behalf of its End Users VFS agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person, to be listed, is authorized and has the right to provide the product or service offered, and to use any personal or corporate name, trade name, or language used in the listing VFS shall be solely responsible for knowing and adhering to state laws or rulings regarding listing information and for supplying Citizens with applicable listing information In addition, VFS agrees to release, defend, hold harmless and indemnify Citizens from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Citizens listing of the information provided by VFS hereunder

10 9 Citizens' liability to VFS in the event of a Citizens error in or omission of a listing will not exceed the amount of charges actually paid by VFS for such listing In addition, VFS agrees to take, with respect to its own End Users, all reasonable steps to ensure that its' and Citizens' liability to VFS' End Users in the event of a Citizens' error in or omission of a listing will be subject to the same limitations that Citizens liability to its own End Users are subject to

SECTION 11. SECTION 252 OF THE TELECOMMUNICATIONS ACT OF 1996

The Parties agree that the provisions of Section 252 of the Telecommunications Act of 1996, including but not limited to Section 252(i), shall apply to this Agreement, together with Tennessee Regulatory Authority and FCC interpretive regulations in effect from time to time

SECTION 12. TERM OF AGREEMENT

12 1 Term Subject to the termination provisions contained in this Agreement, the initial term of this Agreement shall be one (1) year from the effective date referenced in Section 134 of this Agreement. This Agreement shall continue in force and effect for consecutive one (1) year terms unless on a date no less than three (3) months prior to the expiration of the initial term or any subsequent term, either Party requests the commencement of negotiations pursuant to Section 252 of the Act on a new Agreement. The termination provisions in this section do not at any time affect either Party's rights under Section 252(i) of the Act.

12 1 Post-Termination Arrangements For service arrangements made available under this Agreement and existing at the time of termination, those arrangements will continue without interruption until a replacement agreement has been executed by the Parties either (a) under a new agreement voluntarily executed by the Parties, (b) under a new agreement negotiated pursuant to the provisions of Section 252 of the Act, or c) under any agreement available according to the provisions of Section 252(i) of the Act.

SECTION 13. EFFECTIVE DATE

This Agreement will become effective upon approval by the Commission.

SECTION 14. AMENDMENT OF AGREEMENT

The Parties may mutually agree to amend this Agreement in writing. Because it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives, the Parties agree to work cooperatively, promptly, and in good faith to negotiate and implement any such additions, changes, and/or corrections to this Agreement. Any amendment must be made in writing.

SECTION 15. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

SECTION 16. INDEMNITY

Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

SECTION 17. ASSIGNMENT

This Agreement may not be assigned to another Party without written consent of the other Party, which consent will not be unreasonably withheld.

SECTION 18. CONTROLLING LAW

This Agreement was negotiated by the Parties in accordance with the terms of the Telecommunications Act of 1996 and the laws of the State of Tennessee. It will be interpreted solely in accordance with the terms of the Telecommunications Act and applicable state law.

SECTION 19. DEFAULT

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures set forth in this Agreement.

SECTION 20. NONDISCLOSURE

20.1 "Confidential Information" as used herein means any information in written, oral, or other tangible or intangible forms which may include, but is not limited to, ideas, concepts, know-how, models, diagrams, flow charts, data, computer programs, marketing plans, business plans, customer names, and other technical, financial, or business information, which is designated as "confidential" or "proprietary" by either Party in the belief that it contains a trade secret or other confidential research, development, or commercial or financial information.

20.2 All written Confidential Information to be covered by this Agreement will be identified by a restrictive legend which clearly specifies the proprietary nature of the information.

20.3 If the Confidential Information is provided orally, it will be deemed to be confidential or proprietary if specifically identified as such by either Party or if the information is clearly recognizable to be of a confidential and proprietary nature.

20.4 Any Confidential Information produced, revealed, or disclosed by either Party to the other will be used exclusively for purposes of business discussions, negotiations, fulfilling the terms of this Agreement, and/or other purposes upon such terms and conditions as may be agreed upon between the Parties in writing, and will be kept separately from other documents and materials.

20 5 All persons receiving access to Confidential Information will not disclose it nor afford access to it to any other person not specifically authorized by this Agreement to obtain the Confidential Information, nor will such Confidential Information be used in any other manner or for any other purpose than as provided in this Agreement. No copies or reproductions will be made of any Confidential Information or any part thereof, whether by mechanical, handwritten, or any other means, without the prior written consent of the Party providing it. This Agreement authorizes distribution, disclosure or dissemination only to employees and duly authorized agents of the parties with a need to know such Confidential Information and which employees and agents agree to be bound by the terms of this Section

20 6 Upon request by the disclosing Party, the receiving Party will return all tangible copies of Confidential/Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes

20 7 Notwithstanding any other provision of this Agreement, this section will apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement

20 8 These obligations shall not apply to any Confidential Information that (1) was legally in the recipient's possession prior to receipt from the source, (2) was received in good faith from a third party not subject to a confidential obligation to the source, (3) now is or later becomes publicly known through no breach of confidential obligation by the recipient, (4) was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or (5) that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however with respect only to this last exception that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements

20 9 The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information

SECTION 21. DISCLAIMER OF AGENCY; NO THIRD PARTY BENEFICIARIES; INDEPENDENT CONTRACTOR

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the Parties or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create an agency, or any other type of relationship or third party liability between the Parties or between either Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-Party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business

SECTION 22. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THE AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE

SECTION 23. NO LICENSE

23 1 Nothing in this Agreement shall be construed as the grant of a license, whether express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the parties granting such rights.

23 2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software of the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

23 3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

SECTION 24. JOINT WORK PRODUCT

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

SECTION 25. NON-WAIVER

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

SECTION 26. ENTIRE AGREEMENT

This Agreement and any Exhibits, Schedules, or tariffs which are incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

SECTION 27. TAXES

It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any

government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provision will apply Any state or local excise, sales, or use taxes, if any (excluding any taxes levied on income), resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party

SECTION 28. FEES/REGULATORY CHARGES

It is the mutual understanding of the Parties to this Agreement that there are no regulatory fees or regulatory surcharges specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party In the event that any government authority, however, determines to the contrary that regulatory fees or regulatory surcharges are applicable to the subject matter of this Agreement, then the following provision will apply If any regulatory fee or regulatory surcharge imposed by a regulatory authority arises from the performance of this Agreement, the Party required by the regulatory agency to collect the fees/surcharge and to remit the fees/surcharge to the regulatory agency will be responsible for the fee/surcharge Fees/Regulatory Surcharges shall include but not be limited to E911/911, E311/321, franchise fees, Lifeline, hearing impaired, and Commission surcharges

SECTION 29. TREATMENT OF INFORMATION SERVICE PROVIDER TRAFFIC

29 1 For purposes of this Agreement, an "Information Service Provider" or an "ISP" is an entity, including but not limited to an Internet service provider, that provides information services, and "ISP Traffic" is traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP

29 2 The Parties recognize that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy and regulatory review The Parties further recognize that the long term resolution of issues related to ISP traffic could affect both Parties and may necessitate modification to this Agreement In recognition of these factors, the Parties agree to switch and transport ISP traffic in the manner described below in this Subsection subject to amendment upon written agreement of the Parties

29 3 The Parties acknowledge that under current network and service arrangements, ISP traffic may be switched and transported as if this ISP traffic were actual local (i e , local exchange and/or EAS traffic) The Parties will switch, transport, and deliver ISP traffic under these conditions until such time as a regulatory authority, court, or a legislative body addresses alternative treatment of this traffic The switching, transport, and delivery of ISP traffic over local interconnection facilities by either Party, however, shall not be construed as either agreement or acknowledgement by the Parties that this arrangement is proper In the event that the manner in which ISP traffic shall or may be treated is determined by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of ISP traffic pursuant to this Subsection is unlawful, improper, or not specifically required, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination Any new or modified terms shall be effective with the effective date of any such lawful action or determination regarding the treatment of ISP traffic between the Parties.

29 4 In no case will either Party be obligated to provide compensation to the other Party for terminating ISP traffic including, but not limited to, compensation for switching, transport, termination, or delivery of ISP traffic

SECTION 30. EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate copies, and, upon said execution, will be treated as an executed document

SECTION 31. NOTICES

Except as otherwise provided under this Agreement, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received. If hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received, if sent by first class mail, the day received, if sent by overnight courier, the day after delivery to the courier, and if sent by electronic facsimile and followed by an original sent via overnight or first class mail, the date of confirmation of the facsimile. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows

To VFS:

Volunteer First Services, Inc
Attn: Kent Rosenbury, General Manager
235 O'Brien Dr
Crossville, TN 38557
Tel: 931-484-5097
Fax: 931-484-7605

To Citizens:

Frontier, A Citizens Communications Company
180 South Clinton Avenue
Rochester, New York 14646
Attn: Manager - Interconnection


Any invoices should be sent to Citizens below:

Frontier, A Citizens Communications Company
Attention: Access Verification
14500 Burnhaven Dr Suite 193
Burnsville, MN 55306

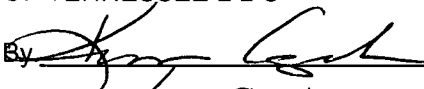
Each Party will inform the other in writing of any changes in the above addresses

The Parties have caused this Local Wireline Network Interconnection Agreement to be executed on their behalf on the dates set forth below

VOLUNTEER FIRST SERVICES, INC.

By 
Typed Levoy Knowles
Title President
Date July 7, 2004

CITIZENS TELECOMMUNICATIONS COMPANY
OF TENNESSEE L L C

By 
Typed Kim Crak
Title Director Carrier Svc
Date 7/16/04

ATTACHMENT A
INTERCONNECTION TRUNKING ARRANGEMENTS
AND
SPECIFIED POINTS OF INTERCONNECTION

CITIZENS SWITCH LOCATION (CLLI Code)	VFS POI (CLLI Code)	VFS RC (Rate Center)	VFS NPA NXX
<u>CSVLTNXADS0</u>	<u>CSVLTNXA3MD</u>	<u>Crossville</u>	<u>931 - *</u>

* To be determined and provided to Citizens prior to the ordering of
interconnecting facilities and the commencement of service

_____	_____	_____	_____
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ATTACHMENT B
GRADE OF SERVICE REQUIREMENTS

All Interconnection Facilities will meet Industry Standard of Engineering, Design and Operation

The Grade of Service for all Facilities between Citizens' End Office or Tandem and VFS will be engineered to achieve P 01 Grade of Service

Disaster Recovery Plan

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects Citizen Communications long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the Citizens Communications Network Operations Center (NOC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of Citizens Communications' network; and, in the event that a switch or facility node is lost, the NOC will attempt to circumvent the failure using available reroutes.

Citizens Communications NOC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NOC will contact Citizens Communications Restoration Control Center (RCC) and relinquish control of the recovery efforts. Even though the RCC may take charge of the situation, the NOC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the Citizens Communications Network Operations Center is 800-722-0288.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NOC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, Citizens Communication equipment only, or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NOC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLEC's Network Management Center and the Citizens Communications NOC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NOC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Restoration Control Center (RCC). Traffic controls will continue to be applied by the NOC until facilities are re-established.

As equipment is made available for service, the RCC will instruct the NOC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. Local authorities will initially control the site until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration (Example: If the AC power system has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of drainage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration and well as maintain proper planning and site control.

4.0 RESTORATION CONTROL CENTER (RCC)

The Restoration Control Center will be activated in the event of a disaster. The RCC is chaired by the VP / GM Tennessee. It is the VP / GMs responsibility to declare the activation of the RCC and classification of the outage.

In the event of a major service interruption, the VP / GM Tennessee will notify the RCC staff which will establish a conference bridge to be used for the communication link for the emergency restoral.

The RCC staff will assess the service outage or natural disaster and direct the appropriate staff functional task force groups to provide the necessary personnel and supplies based on review of outage reports, nature of outage and restoral estimate times.

The RCC will continuously monitor the progress and needs of functional work groups which will in turn issue information to the various state and local government agencies as to the status of restoring service.

The Tennessee RCC includes the following departments and is supported by the functional staff as indicated below:

1. Field Operations
2. Network Operations Center (NOC)
3. Engineering (Outside Plant)
4. Administration Support / Customer Contact
5. Public and External Affairs

The RCC is supported by the functional staff from the following departments:

1. Human Resources
2. Supply
3. Security
4. Building / Vehicles / Energy
5. Planning
6. External / Public Affairs
7. Engineering – OSP
8. Finance
9. Field Operations Supervisors
10. Sales / Business Services

Annually, the RCC will meet to review the Citizens Telecommunications Company of Tennessee Emergency Program to ensure its functionality is in accordance with current Citizens Policies and Practices

Each member of the RCC will have a Citizens Communications call out manual for the state and their area of responsibility that will contain the following:

1. Names and telephone numbers of their support personnel.
2. Names of contacts for materials.
3. List of emergency equipment locations such as generators.
4. Any specialized information needed for them to perform their mission.

5.0 RECOVERY PROCEDURES

The nature and security of any disaster will influence the recovery procedures. One crucial factor in determining how Citizens Communications will proceed with restoration is whether or not Citizens Communications' equipment is incapacitated. Regardless of whose equipment is out of service, Citizens Communications will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to One CLEC (or a building with multiple CLECs), Citizens Communications has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, Citizens Communications can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon Citizens Communications having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact Citizens Communications' resolve to re-establish traffic to the original destination as quickly as possible.

5.2 CITIZENS COMMUNICATIONS OUTAGE

Because Citizens Communications' equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged Citizens Communications equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the RCC will be able to initiate immediate actions to correct the problem.

A disaster involving any of Citizens Communications' equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NOC would be the first group to observe a problem involving Citizens Communications' equipment. Shortly after a disaster, the NOC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the RCC will assume control of the restoration

5.2.1 Loss of a Central Office

When Citizens Communications loses a Central Office, the RCC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and /or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police, and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When Citizens Communications loses a Central Office building that serves as an Access Tandem and as a SWC, the RCC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost,
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police, and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers

5.2.4 Loss of a Facility Hub

In the event that Citizens Communications loses a facility hub, the recovery process is much the same as above. Once the NOC has observed the problem and administered the appropriate controls, the RCC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police, and other emergency agencies; and
- e) Restoring service to CLEC; and other customers. If necessary, Citizens Communications will aggregate the traffic at another location and build temporary facilities, when available. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND CITIZENS COMMUNICATIONS' EQUIPMENT)

In some instances, a disaster may impact Citizens Communications' equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since Citizen Communications and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, Citizens Communications may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, Citizens Communications may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and

providing the information to the Carriers is required.

7.0 ACRONYMS

CO	Central Office (Citizens Communications)
DS3	Facility that carries 28 T1s (672 Circuits)
CLEC	Competitive Local Exchange Carrier
NOC	Network Operations Center
RCC	Restoration Control Center
SWC	Serving Wire Center (Citizens Communications switch)
T1	Facility that carries 24 circuits

8.0 HURRICANE INFORMATION

During a hurricane, Citizens Communications will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout Citizens Communications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages, and dispatch conditions, etc.

9.0 CITIZENS COMMUNICATIONS DISASTER MANAGEMENT PLAN

Citizens Communications maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.